

EXC-F



DOCTOR'S ASSOCIATES INC. • 325 Bic Drive • Milford • CT 06460-3059 • (203) 877-4281

November 17, 2006

Jesal Desai
SUBWAY® STORE#15953
595 Bloomfield Avenue
Bloomfield, NJ 07003

VIA Federal Express

7058 3559 7404

17NOV06

RE: Notice of Default of Franchise agreement between Doctor's Associates Inc. and Jesal Desai dated May 3, 2006

PREMISES: STORE#15953 – 595 Bloomfield Avenue, Bloomfield, NJ 07003

Dear Madam:

This notice is to advise you that pursuant to Paragraph 8.a of the Franchise Agreement, you are in default of the above-referenced Franchise Agreement, dated May 3, 2006, because you have failed to comply with Paragraph 2 and Paragraph 5 i.

In Paragraph 2 you agreed to pay to the Company, weekly, a Royalty equal to eight percent (8%) of the gross sales for the sandwich shop which you operate throughout the term of your Agreement. 'Gross sales' means all sales or revenues derived from your location exclusive of sales taxes.

In Paragraph 5 i. you agreed to pay into the Subway Franchisee Advertising Fund Trust. You also agree to be bound by a vote at any time by a two-thirds vote of the total existing franchisees (on the basis of one vote for each operating sandwich shop) to temporarily increase the percentage to allow for additional local advertising.

You have failed to make timely payments of monies due to Doctor's Associates Inc. as of November 17, 2006, in the following amounts:

ROYALTIES:	\$961.42
ADVERTISING:	\$826.24
TOTAL	\$1,787.66

You may cure the default by paying the monies specified in certified funds or official bank check prior to the tenth (10th) day after your receipt of this notice. Acceptance by Doctor's Associates Inc. of partial payments is not a waiver of this default. Please note that even if you pay the amount set forth above, if you continue to have a delinquent balance you will remain in default as long as the delinquent balance remains owing to the company. Partial payments are applied as received, but do not cure the default until all monies owed to the company and its affiliates are paid in full. **In any event, if the default is not cured by the 10th day after receipt of this notice, your Franchise Agreement will terminate at that time.**

If you do not cure these defaults, you will be responsible for all costs of collection and attorney's fees as set forth in the Franchise Agreement

This notice of default of your Franchise Agreement is separate and apart from any other notices of termination or default, which may exist for any other reason. Please note that I am the only person authorized by Doctor's Associates Inc. to enter into any arrangements regarding this indebtedness. You may contact me at 1-800-888-4848 extension 1866.

Very truly yours,

Andrea E. Braccio
Collection Representative

cc: Tricia Lee

Yogesh Dave

Andrea Braccio

From: TrackingUpdates@fedex.com
Sent: Monday, November 20, 2006 1:22 PM
To: braccio_a@subway.com
Subject: FedEx Shipment 706835697404 Delivered

This tracking update has been requested by:

Company Name: DOCTORS ASSOCIATES INC

Name: FRAN PIOTROWSKI/COLLECTION DEPT

E-mail: 'not provided by requestor'

Our records indicate that the following shipment has been delivered:

Tracking number:	706835697404
Reference:	coll361/aeb/15953
Ship (P/U) date:	Nov 17, 2006
Delivery date:	Nov 20, 2006 13:16 PM
Sign for by:	M.DASS
Delivered to:	Receptionist/Front Desk
Service type:	FedEx 2Day
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.5 LB

Shipper Information
FRAN PIOTROWSKI/COLLECTION DEPT
DOCTORS ASSOCIATES INC
325 BIC DRIVE
MILFORD
CT
US
06460

Recipient Information
jesal desai
subway
595 bloomfield avenue
BLOOMFIELD
NJ
US
07003

Special handling/Services:
Deliver Weekday
Direct Signature Required

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 12:21 PM CST on 11/20/2006.

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11/20/2006

DOCTOR'S ASSOCIATES INC. • 325 Bic Drive • Milford • CT 06460-3059 • (203) 877-4281

February 26, 2007

VIA Federal Express

7068 3570 5704

26FEB07

Jesal H. Desai
SUBWAY® Store # 27800
49 Claremont Avenue
Montclair, NJ 07042

RE: Notice of Default of Franchise agreement between Doctor's Associates Inc. and Jesal H. Desai dated June 27, 2002

PREMISES: STORE # 27800 – 49 Claremont Avenue, Montclair, NJ 07042

Dear Madam:

This notice is to advise you that pursuant to Paragraph 8.a of the Franchise Agreement, you are in default of the above-referenced Franchise Agreement, dated June 27, 2002, because you have failed to comply with Paragraph 2 and Paragraph 5 i.

In Paragraph 2 you agreed to pay to the Company, weekly, a Royalty equal to eight percent (8%) of the gross sales for the sandwich shop which you operate throughout the term of your Agreement. 'Gross sales' means all sales or revenues derived from your location exclusive of sales taxes.

In Paragraph 5 i. you agreed to pay into the Subway Franchisee-Advertising Fund Trust. You also agree to be bound by a vote at any time by a two-thirds vote of the total existing franchisees (on the basis of one vote for each operating sandwich shop) to temporarily increase the percentage to allow for additional local advertising.

You have failed to make timely payments of monies due to Doctor's Associates Inc. as of February 26, 2007, in the following amounts:

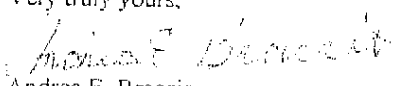
ADVERTISING:	\$2,314.99
TOTAL	\$2,314.99

You may cure the default by paying the monies specified in certified funds or official bank check prior to the tenth (10th) day after your receipt of this notice. Acceptance by Doctor's Associates Inc. of partial payments is not a waiver of this default. Please note that even if you pay the amount set forth above, if you continue to have a delinquent balance you will remain in default as long as the delinquent balance remains owing to the company. Partial payments are applied as received, but do not cure the default until all monies owed to the company and its affiliates are paid in full. **In any event, if the default is not cured by the 10th day after receipt of this notice, your Franchise Agreement will terminate at that time.**

If you do not cure these defaults, you will be responsible for all costs of collection and attorney's fees as set forth in the Franchise Agreement

This notice of default of your Franchise Agreement is separate and apart from any other notices of termination or default, which may exist for any other reason. Please note that I am the only person authorized by Doctor's Associates Inc. to enter into any arrangements regarding this indebtedness. You may contact me at 1-800-888-4848 extension 1866.

Very truly yours,


Andrea E. Braccio
Collection Representative

Cc: Tricia Lee

Yogesh Dave

Andrea Braccio

From: TrackingUpdates@fedex.com
Sent: Tuesday, February 27, 2007 11:31 AM
To: braccio_a@subway.com
Subject: FedEx Shipment 706835705704 Delivered

This tracking update has been requested by:

Company Name: DOCTORS ASSOCIATES INC

Name: FRAN PIOTROWSKI/COLLECTION DEPT

Our records indicate that the following shipment has been delivered:

Tracking number:	706835705704
Reference:	coll361/aeb/27800
Ship (P/U) date:	Feb 26, 2007
Delivery date:	Feb 27, 2007 10:54 AM
Sign for by:	V.DESAI
Delivered to:	Receptionist/Front Desk
Service type:	FedEx Standard Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.

Shipper Information
FRAN PIOTROWSKI/COLLECTION DEPT
DOCTORS ASSOCIATES INC
325 BIC DRIVE
MILFORD
CT
US
06460

Recipient Information
JESAL DESAI
SUBWAY
49 CLAREMONT AVENUE
MONTCLAIR
NJ
US
07042

Special handling/Services:
Deliver Weekday
Direct Signature Required

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 9:59 AM CST on 02/27/2007.

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Thank you for your business.

2/27/2007



DOCTOR'S ASSOCIATES INC. • 325 Bic Drive • Milford • CT 06460-3059 • (203) 877-4281

November 24, 2006

Jesal H. Desai
SUBWAY® STORE# 29895
6901 Bergenline Avenue
Guttenberg, NJ 07093

VIA Federal Express

7068 3569 7893

24NOV06

RE: Notice of Default of Franchise agreement between Doctor's Associates Inc. and Jesal H. Desai dated November 20, 2002

PREMISES: STORE# 29895 - 6901 Bergenline Avenue, Guttenberg, NJ 07093

Dear Sir:

This notice is to advise you that pursuant to Paragraph 8.a of the Franchise Agreement, you are in default of the above-referenced Franchise Agreement, dated November 20, 2002, because you have failed to comply with Paragraph 2 and Paragraph 5 i.

In Paragraph 2 you agreed to pay to the Company, weekly, a Royalty equal to eight percent (8%) of the gross sales for the sandwich shop which you operate throughout the term of your Agreement. 'Gross sales' means all sales or revenues derived from your location exclusive of sales taxes.

In Paragraph 5 i. you agreed to pay into the Subway Franchisee Advertising Fund Trust. You also agree to be bound by a vote at any time by a two-thirds vote of the total existing franchisees (on the basis of one vote for each operating sandwich shop) to temporarily increase the percentage to allow for additional local advertising.

You have failed to make timely payments of monies due to Doctor's Associates Inc. as of November 24, 2006, in the following amounts:


ROYALTIES:	\$1,215.07
ADVERTISING:	\$ 560.99
TOTAL	\$1,776.06

X
You may cure the default by paying the monies specified in certified funds or official bank check prior to the tenth (10th) day after your receipt of this notice. Acceptance by Doctor's Associates Inc. of partial payments is not a waiver of this default. Please note that even if you pay the amount set forth above, if you continue to have a delinquent balance you will remain in default as long as the delinquent balance remains owing to the company. Partial payments are applied as received, but do not cure the default until all monies owed to the company and its affiliates are paid in full. **In any event, if the default is not cured by the 10th day after receipt of this notice, your Franchise Agreement will terminate at that time.**

If you do not cure these defaults, you will be responsible for all costs of collection and attorney's fees as set forth in the Franchise Agreement

This notice of default of your Franchise Agreement is separate and apart from any other notices of termination or default, which may exist for any other reason. Please note that I am the only person authorized by Doctor's Associates Inc. to enter into any arrangements regarding this indebtedness. You may contact me at 1-800-888-4848 extension 1866.

Very truly yours,


Andrea E. Braccio
Collection Representative

cc: Tricia Lee

Yogesh Dave

Andrea Braccio

From: TrackingUpdates@fedex.com
Sent: Monday, November 27, 2006 2:28 PM
To: braccio_a@subway.com
Subject: FedEx Shipment 706835697893 Delivered

This tracking update has been requested by:

Company Name: DOCTORS ASSOCIATES INC
 Name: FRAN PIOTROWSKI/COLLECTION DEPT
 E-mail: 'not provided by requestor'

Our records indicate that the following shipment has been delivered:

Tracking number:	706835697893
Reference:	COLL361/AEB/29895
Ship (P/U) date:	Nov 24, 2006
Delivery date:	Nov 27, 2006 14:04 PM
Sign for by:	A.AUSUAN
Delivered to:	Receptionist/Front Desk
Service type:	FedEx 2Day
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.5 LB

Shipper Information
 FRAN PIOTROWSKI/COLLECTION DEPT
 DOCTORS ASSOCIATES INC
 325 BIC DRIVE
 MILFORD
 CT
 US
 06460

Recipient Information
 JESAL H. DESAI
 SUBWAY
 6901 BERGENLINE AVENUE
 GUTTENBERG
 NJ
 US
 07093

Special handling/Services:
 Deliver Weekday
 Direct Signature Required

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11/28/2006



DOCTOR'S ASSOCIATES INC. • 325 Bic Drive • Milford • CT 06460-3059 • (203) 877-4281

April 5, 2007

Jesal Desai
SUBWAY® STORE # 40217
121 Bloomfield Avenue
Bloomfield, NJ 07003

VIA Federal Express

7068 3578 9263

05APR07

RE: Notice of Default of Franchise agreement between Doctor's Associates Inc. and Jesal Desai dated May 18, 2006

PREMISES: STORE # 40217- 121 Bloomfield Avenue, Bloomfield, NJ 07003

Dear Madam:

This notice is to advise you that pursuant to Paragraph 8.a of the Franchise Agreement, you are in default of the above-referenced Franchise Agreement, dated May 18, 2006, because you have failed to comply with Paragraph 2 and Paragraph 5 i.

In Paragraph 2 you agreed to pay to the Company, weekly, a Royalty equal to eight percent (8%) of the gross sales for the sandwich shop which you operate throughout the term of your Agreement. 'Gross sales' means all sales or revenues derived from your location exclusive of sales taxes.

In Paragraph 5 i. you agreed to pay into the Subway Franchisee Advertising Fund Trust. You also agree to be bound by a vote at any time by a two-thirds vote of the total existing franchisees (on the basis of one vote for each operating sandwich shop) to temporarily increase the percentage to allow for additional local advertising.

You have failed to make timely payments of monies due to Doctor's Associates Inc. as of April 5, 2007, in the following amounts:

ROYALTIES:	\$2,271.94
TOTAL	\$2,271.94

You may cure the default by paying the monies specified in certified funds or official bank check prior to the tenth (10th) day after your receipt of this notice. Acceptance by Doctor's Associates Inc. of partial payments is not a waiver of this default. Please note that even if you pay the amount set forth above, if you continue to have a delinquent balance you will remain in default as long as the delinquent balance remains owing to the company. Partial payments are applied as received, but do not cure the default until all monies owed to the company and its affiliates are paid in full. **In any event, if the default is not cured by the 10th day after receipt of this notice, your Franchise Agreement will terminate at that time.**

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Very truly yours,

Andrea E. Braccio
Collection Representative

Cc: Tricia Lee

Yogesh Dave


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Tracking number 706835709283
Signed for by M.CHEFZ
Ship date Apr 5, 2007
Delivery date Apr 6, 2007 4:24 PM

Reference COLL361/AEB/402
17
Destination BLOOMFIELD, NJ
Delivered to Receptionist/Front Desk
Service type FedEx 2Day Envelope
Weight 0.5 lbs.

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Status Delivered

Signature image available Yes

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Date/Time	Activity	Location	Details
Apr 6, 2007	4:24 PM Delivered	BLOOMFIELD, NJ	
	8:30 AM On FedEx vehicle for delivery	MOONACHIE, NJ	
	8:04 AM Departed FedEx location	NEWARK, NJ	
	7:43 AM At local FedEx facility	MOONACHIE, NJ	
	6:06 AM Arrived at FedEx location	NEWARK, NJ	
	3:41 AM Departed FedEx location	MEMPHIS, TN	
Apr 5, 2007	11:11 PM Arrived at FedEx location	MEMPHIS, TN	
	7:50 PM Left origin	STRATFORD, CT	
	3:26 PM Picked up	STRATFORD, CT	
	12:55 PM Package data transmitted to FedEx		

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<input type="text"/>	English <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Select format: ☒ HTML ☐ Text ☐ Wireless

2600 VIRGINIA AVENUE, N.W.
SUITE 1111 - THE WATERGATE
WASHINGTON, DC 20017-1911
MAIN: 202.295.2200
FAX: 202.295.2250

JEFFREY L. KARLIN
DIRECT DIAL: (202) 295.2207
DIRECT FAX: (202) 295.2257
JEFFREY.KARLIN@CPMLAW.COM

July 12, 2007

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jesal Desai
SUBWAY® Store #s 27800 and 29895
6901 Bergenline Drive
Guttenberg, NJ 07093

Re: Conference Call to Discuss Audits of Store Nos. 27800 and 29895

Dear Ms. Desai:

This law firm represents Doctor's Associates Inc. (DAI) in connection with the audit of your franchises.

By letter dated April 12, 2006, you were notified that DAI intended to conduct an audit of the above-referenced franchises. In connection with that audit, you were asked to complete a series of questionnaires with respect to the operations of these franchises, which were used—along with the sales and purchase records for these locations—by a DAI representative to prepare the audits. Based on these audits, DAI has determined that there has been underreporting of sales at your locations and therefore it is owed a total of \$42,546.05, inclusive of both stores, in unpaid royalties advertising fees, audit costs, accounting costs, investigation costs, and attorneys' fees. Pursuant to your Franchise Agreement, DAI is also entitled to collect any additional costs it may incur after the date of this letter, including attorneys' fees and costs, based on the non-payment of monies owed to it.

In addition, based on our review of the business records that were produced concerning these locations, additional issues were identified. If not fully explained, these issues corroborate and confirm the results of the audits as to whether all of the Gross Sales have been accurately reported to DAI and whether it has received all of the

Jesal Desai
July 12, 2007
Page 2

royalties and advertising fees to which it is entitled under the Franchise Agreement. These issues, which we would like to discuss with you, include the following:

- High combined cost of goods during 2004 for Store 27800 (40%), and Store No. 29895 (38%);
- High combined cost of goods for the entire review period for both Store No. 27800 and 29895 (38% in 2004 and 35% in 2005); and
- More funds deposited into the business bank account for Store No. 29895 than reported sales in 2004.
- Sales increased at both locations following the Notice of Audit in April 2006, by 33% at Store No. 27800 and by 11% at Store No. 29895.

Also, based on those same records, some issues have been raised with respect to the federal and state tax returns filed in connection with the operation of these locations. Such issues, if they cannot be fully explained, may constitute a breach of the Franchise Agreements because they would be injurious or prejudicial to the goodwill associated with DAI's proprietary marks and would constitute a failure to comply with all applicable laws. These issues include the following:

- More sales reported to DAI than to the taxing authorities in 2005 for both stores.
- Negative amount of personal funds to live on in 2004.

DAI wishes to have a conference call with you to discuss the resolution of these audits. During this call, DAI auditors will be available to respond to your questions about the audits, along with the results of the review of the financial documents discussed above. The discussion will also include an assessment of further steps DAI may take with respect to this matter.

Please feel free to review this letter and the enclosed statement with your attorney and/or your accountant, and to have either or both of them participate in the conference call. We are tentatively scheduling the call for **Friday, August 17, 2007, at 11:00 AM EDT**. You will join the conference call by telephoning (800) 888-4848, ext. 2663, and after reaching the Sonexis ConferenceManager[®] system, entering the conference I.D. code "4098 #."

As soon as you receive this letter, contact Tracy Castillo at (202) 295-2205 to confirm or provide alternative times at which you are available.

Jesal Desai
July 12, 2007
Page 3

Nothing contained herein shall be construed as a waiver of any rights that DAI has, including but not limited to the right to terminate your Franchise Agreement and Subcase based on the above defaults.

Sincerely,



Jeffrey L. Karlin

JLK:tc

Enclosures

cc: Michael Doxsey
Sonya Gay
Flora Forella
Linda Morse
Dara Solan
Yogesh Dave

Dispute Procedures

Should you dispute your findings, you must provide notification, in writing, of your intent to dispute within 30 days of the date on the findings notification letter. Send the dispute to the following address:

Subway World Headquarters
Attention: (Auditor listed on page 1)
325 Bic Drive
Milford, CT 06461

Failure to do so will result in your pre-authorized account being invoiced and the final amount withdrawn.

Once a written dispute is received, you must provide Quantifiable and Verifiable Evidence to support your dispute.

- Examples of quantifiable and verifiable evidence include, but are not limited to:
 - i. Documentation of employee theft (police report)
 - ii. Documentation of electrical malfunctions (freezer breakdown)
 - iii. Documentation of unrecorded donations/employee meals
 - iv. Other factors that would modify your findings

All documentation or independent audit reports must be provided to DAI no later than 60 days of the date of this letter (date). Failure to do so will result in DAI filing for arbitration for the full audit amount owed.

DOCTOR'S ASSOCIATES INC.

Audit Results of Records Review For **Store #** revised 27800
 FRANCHISE OWNER: Jesal Desai
 DEVELOPMENT AGENT: Yogesh Dave
 REVIEW SCOPE: 4/28/03 - 12/27/05

Total Sandwich Sales Reported Per WISR \$572,791.63

Coupon Adjustments Per WISR \$70,693.04

Adjusted Net Sandwich Sales \$643,484.67

Meat Usage As Per Invoices and WISR'S Less 5.0 % Waste \$92,561.42

Reported Meat Food Cost Percentage 14.4%

Sales Based On Calculated Meat Cost of 11.6% \$801,176.58

Adjusted Net Sandwich Sales \$643,484.67

Reconstructed Sales Discrepancy \$157,691.90

Percentage Discrepancy For Period Under Review 24.5%

Total Royalty Due DAI \$12,615.35
 Interest @ 12 % \$834.30

Total Fees Due FAF \$7,096.14
 Interest @ 12 % \$469.29

Audit, Accounting, Investigation and Attorney Fees \$4,250.00
\$25,265.08

7/5/2007

attachment # 9

DOCTOR'S ASSOCIATES INC.

Audit Results of Records Review For	Store #	revised 29895
FRANCHISE OWNER: Jesal Desai		
DEVELOPMENT AGENT: Yogesh Dave		
REVIEW SCOPE: 1/23/04 - 12/27/05		

Total Sandwich Sales Reported Per WISR	\$340,289.02
Coupon Adjustments Per WISR	<u>\$34,933.35</u>
Adjusted Net Sandwich Sales	\$375,222.37
Meat Usage As Per Invoices and WISR'S Less 5.0 % Waste	\$57,448.81
Reported Meat Food Cost Percentage	15.3%
Sales Based On Calculated Meat Cost of 12.2%	\$473,003.50
Adjusted Net Sandwich Sales	<u>\$375,222.37</u>
Reconstructed Sales Discrepancy	\$97,781.13
Percentage Discrepancy For Period Under Review	26.1%
Total Royalty Due DAI	\$7,822.49
Interest @ 12 %	\$517.33
Total Fees Due FAF	\$4,400.15
Interest @ 12 %	\$291.00
Audit, Accounting, Investigation and Attorney Fees	<u>\$4,250.00</u>
	\$17,280.97

7/5/2007

attachment #9

Int. Cls.: 29, 30, 32 and 43

Prior U.S. Cls.: 45, 46, 48, 100 and 101

Reg. No. 3,013,320

United States Patent and Trademark Office

Registered Nov. 8, 2005

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

SUBWAY

DOCTOR'S ASSOCIATES INC. (FLORIDA CORPORATION)
SUITE 207, 3000 N.E. 30TH PLACE
FORT LAUDERDALE, FL 33306

FOR: GARDEN SALADS; VEGETABLE AND MEAT SALADS; MILK-BASED BEVERAGES CONSISTING PRIMARILY OF MILK AND FRUIT; POTATO CHIPS; COMBINATION MEALS CONSISTING PRIMARILY OF VEGETABLE AND MEAT SALADS, A SNACK AND A SOFT DRINK FOR CONSUMPTION ON OR OFF THE PREMISES, IN CLASS 29 (U.S. CL. 46).

FIRST USE 12-31-1974; IN COMMERCE 12-31-1974.

FOR: SANDWICHES AND WRAP SANDWICHES; BAKED GOODS FOR CONSUMPTION ON OR OFF THE PREMISES; SNACKS NAMELY PRETZELS, CORN CHIPS, TORTILLA CHIPS, PUFFED CORN CURLS, POPPED CORN, CAKES, PASTRIES, COOKIES; DRESSINGS FOR SALADS, SANDWICHES AND WRAPS, NAMELY, SALAD DRESSINGS USED ON SALADS, SANDWICHES AND WRAPS; COMBINATION MEALS CONSISTING PRIMARILY OF A SANDWICH, A SNACK AND A SOFT DRINK FOR CONSUMPTION ON OR OFF THE PREMISES, IN CLASS 30 (U.S. CL. 46).

FIRST USE 12-31-1974; IN COMMERCE 12-31-1974.

FOR: SOFT DRINKS, FRUIT BASED BEVERAGE CONSISTING PRIMARILY OF FRUIT AND CRUSHED ICE AND FRUIT JUICE DRINKS CONTAINING WATER, ALL FOR CONSUMPTION ON OR OFF THE PREMISES, IN CLASS 32 (U.S. CLS. 45, 46 AND 48).

FIRST USE 12-31-1974; IN COMMERCE 12-31-1974.

FOR: RESTAURANT SERVICES; SANDWICH SHOP SERVICES; CATERING SERVICES; TAKE-OUT FOOD SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 8-21-1967; IN COMMERCE 8-21-1967.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 1,174,608, 1,307,341 AND OTHERS.

SER. NO. 78-477,137, FILED 9-1-2004.

MARK SPARACINO, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,174,608

Registered Oct. 20, 1981

SERVICE MARK

Principal Register

SUBWAY

Doctor's Associates, Inc. (Connecticut corporation)
3852 Main St.
Bridgeport, Conn. 06606

For: RESTAURANT SERVICES, in CLASS 42
(U.S. Cl. 100).

First use Aug. 21, 1967; in commerce Aug. 21,
1967.

Ser. No. 21,264, filed May 13, 1974.

B. H. Vertiz, Primary Examiner

M. E. Bodson, Examiner

Int. Cls.: 30 and 32

Prior U.S. Cls.: 45 and 46

United States Patent and Trademark Office

Reg. No. 1,307,341

Registered Nov. 27, 1984

TRADEMARK
Principal Register

SUBWAY

Doctor's Associates, Inc. (Connecticut corporation)
25 High St.
Milford, Conn. 06460

For: RELATING TO THE SALE OF FOOD PRODUCTS—NAMESLY, SPECIALLY PREPARED SANDWICHES MADE WITH VARIOUS INGREDIENTS—NAMESLY, BREAD, HAM, PEPPERONI, BOLOGNA, ROAST BEEF, TURKEY, PASTRAMI, SALAMI, CRAB, SHRIMP, TUNA, SAUSAGE, MEATBALLS, AND CHEESE FOR CONSUMPTION ON OR OFF THE PREMISES, in CLASS 30 (U.S. Cl. 46).

First use Aug. 1967; in commerce Aug. 1967.

For: SOFT DRINKS, FOR CONSUMPTION ON OR OFF THE PREMISES OR FRUIT JUICE CONTAINING WATER, FOR CONSUMPTION ON OR OFF THE PREMISES, in CLASS 32 (U.S. Cl. 45).

First use Aug. 1967; in commerce Aug. 1967.

Owner of U.S. Reg. Nos. 1,174,608 and 1,179,567.

Ser. No. 441,455, filed Aug. 29, 1983.

RICHARD A. STRASER, Examining Attorney

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office **Reg. No. 1,524,986**
Registered Feb. 14, 1989

SERVICE MARK
PRINCIPAL REGISTER

SUBWAY

DOCTOR'S ASSOCIATES, INC. (CONNECTI-
CUT CORPORATION)
25 HIGH STREET
MILFORD, CT 06460

FOR: RESTAURANT SERVICES, IN CLASS
42 (U.S. CL. 100).

FIRST USE 8-0-1967; IN COMMERCE
8-0-1967.

OWNER OF U.S. REG. NOS. 1,174,608, 1,387,847
AND OTHERS.

SER. NO. 737,615, FILED 6-24-1988.

LALITHA MANI, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,591,069

United States Patent and Trademark Office

Registered July 9, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

The logo consists of the word "SUBWAY" in a bold, outlined, sans-serif font. The letter "S" has an arrow pointing to the left, and the letter "Y" has an arrow pointing to the right.

DOCTOR'S ASSOCIATES INC. (FLORIDA COR-
PORATION)
3000 N.E. 30TH PLACE, SUITE 207
FORT LAUDERDALE, FL 33306

FOR: RESTAURANT SERVICES; CATERING
SERVICES; TAKE OUT FOOD SERVICES, IN CLASS
42 (U.S. CLS. 100 AND 101).

FIRST USE 8-0-1967; IN COMMERCE 8-0-1967.

OWNER OF U.S. REG. NOS. 1,307,340, 1,524,986
AND OTHERS.

THE MARK IS COMPRISED OF THE TERM
"SUBWAY" IN STYLIZED FORM. THE LETTERS
"SUB" APPEAR IN THE COLOR WHITE. THE
LETTERS "WAY" APPEAR IN THE COLOR YEL-
LOW, AND COLOR IS CLAIMED AS A FEATURE
OF THE MARK.

SER. NO. 76-201,757, FILED 1-30-2001.

ELLIOTT ROBINSON, EXAMINING ATTORNEY

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,678,351

Registered Jan. 21, 2003

**SERVICE MARK
PRINCIPAL REGISTER**



DOCTOR'S ASSOCIATES INC. (FLORIDA CORPORATION)

3000 N.E. 30TH PLACE

SUITE 207

FORT LAUDERDALE, FL 33306

FOR: RESTAURANT SERVICES; CATERING SERVICES; TAKE OUT FOOD SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 9-18-2001; IN COMMERCE 9-18-2001.

OWNER OF U.S. REG. NOS. 1,174,608 AND 1,524,986.

THE MARK CONSISTS OF THE TERM "SUBWAY" IN STYLIZED FORM. THE LETTERS "SUB" APPEAR IN THE COLOR WHITE. THE LETTERS "WAY" APPEAR IN THE COLOR YELLOW. COLOR IS CLAIMED AS A FEATURE OF THE MARK.

SER. NO. 78-126,826, FILED 5-7-2002.

ALLISON HOLTZ, EXAMINING ATTORNEY

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,678,350

Registered Jan. 21, 2003

**SERVICE MARK
PRINCIPAL REGISTER**



DOCTOR'S ASSOCIATES INC. (FLORIDA COR-
PORATION)
3000 N.E. 30TH PLACE
SUITE 207
FORT LAUDERDALE, FL 33306

FIRST USE 9-18-2001; IN COMMERCE 9-18-2001.

OWNER OF U.S. REG. NOS. 1,174,608, 1,524,986
AND OTHERS.

FOR: RESTAURANT SERVICES; CATERING
SERVICES; TAKE OUT FOOD SERVICES, IN CLASS
43 (U.S. CLS. 100 AND 101).

SER. NO. 78-126,819, FILED 5-7-2002.

ALLISON HOLTZ, EXAMINING ATTORNEY

Int. Cl.: 42

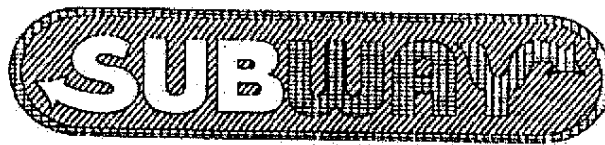
Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,737,353

Registered Dec. 1, 1992

**SERVICE MARK
PRINCIPAL REGISTER**



DOCTOR'S ASSOCIATES, INC. (FLORIDA
CORPORATION)
3201 COMMERCIAL DRIVE, SUITE 116
FORT LAUDERDALE, FL 33309

OWNER OF U.S. REG. NOS. 1,174,608, 1,630,440
AND OTHERS.

THE DRAWING IS LINED FOR COLOR, BUT
COLOR IS NOT A LIMITATION OF THE
MARK.

FOR: RESTAURANT SERVICES, IN CLASS
42 (U.S. CL. 100).

SER. NO. 74-253,188, FILED 3-9-1992.

FIRST USE 0-0-1974; IN COMMERCE
0-0-1974.

CHRIS A. F. PEDERSEN, EXAMINING ATTOR-
NEY

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,732,170

Registered July 1, 2003

**SERVICE MARK
PRINCIPAL REGISTER**



DOCTOR'S ASSOCIATES INC. (FLORIDA CORPORATION)

3000 N.E. 30TH PLACE, SUITE 207

FORT LAUDERDALE, FL 33306

FOR: RESTAURANT SERVICES; CATERING SERVICES; TAKE OUT FOOD SERVICES, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 5-20-2002, 06/01/2000 ; IN COMMERCE 5-20-2002, 06/01/2000.

OWNER OF U.S. REG. NOS. 1,174,608, 2,567,334 AND OTHERS.

SER. NO. 78-138,505, FILED 6-25-2002.

CAROLINE WOOD, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 2,567,334

Registered May 7, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

SUBWAY EAT FRESH

DOCTOR'S ASSOCIATES INC. (FLORIDA COR-
PORATION)
3000 N.E. 30TH PLACE
SUITE 207
FORT LAUDERDALE, FL 33306

FIRST USE 6-1-2000; IN COMMERCE 6-1-2000.

SER. NO. 76-285,730, FILED 7-16-2001.

FOR: RESTAURANT SERVICES; CATERING
SERVICES; EAT-IN AND TAKE-OUT FOOD SERVI-
CES, IN CLASS 42 (U.S. CLS. 100 AND 101).

SCOTT OSICK, EXAMINING ATTORNEY

Int. Cl.: 43

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,293,264

Registered Sep. 18, 2007

SERVICE MARK
PRINCIPAL REGISTER



DOCTOR'S ASSOCIATES INC. (FLORIDA COR-
PORATION)
SUITE 207
3000 N.E. 30TH PLACE
FORT LAUDERDALE, FL 33306

OWNER OF U.S. REG. NOS. 2,567,334, 2,732,170
AND OTHERS.

FOR: RESTAURANT SERVICES, IN CLASS 43
(U.S. CLS. 100 AND 101).

SER. NO. 77-070,517, FILED 12-22-2006.

FIRST USE 9-18-2001; IN COMMERCE 9-18-2001.

ELIZABETH KAJUBI, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,853,341

Registered Sep. 6, 1994

**SERVICE MARK
PRINCIPAL REGISTER**

**SANDWICH
ARTIST**

DOCTOR'S ASSOCIATES, INC. (FLORIDA
CORPORATION)
3201 COMMERCIAL DRIVE, SUITE 116
FORT LAUDERDALE, FL 33309

FOR: RESTAURANT SERVICES, IN CLASS
42 (U.S. CL. 100).
FIRST USE 12-28-1992; IN COMMERCE
12-28-1992.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SANDWICH", APART FROM
THE MARK AS SHOWN.

SN 74-291,762, FILED 7-7-1992.

N LBETZOW, EXAMINING ATTORNEY

Int. Cls.: 29 and 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office Reg. No. 1,875,737
Registered Jan. 24, 1995

**TRADEMARK
PRINCIPAL REGISTER**

**SANDWICH
ARTIST**

DOCTOR'S ASSOCIATES, INC. (FLORIDA
CORPORATION)
3201 COMMERCIAL BOULEVARD, SUITE 116
FT. LAUDERDALE, FL 33309

FOR: SALADS MADE WITH VARIOUS IN-
GREDIENTS; NAMELY, FRUIT, GARDEN
AND VEGETABLE SALADS, IN CLASS 29 (U.S.
CL. 46).

FIRST USE 3-17-1994; IN COMMERCE
3-17-1994.

FOR: SPECIALLY PREPARED SANDWICH-
ES MADE WITH VARIOUS INGREDIENTS;
NAMELY, BREAD, HAM, PEPPERONI, BOLO-
GNA, ROAST BEEF, TURKEY, PASTRAMI,

SALAMI, CRAB, SHRIMP, TUNA, SAUSAGE,
MEATBALLS AND CHEESE, AND SALADS
MADE WITH VARIOUS INGREDIENTS;
NAMELY, MACARONI, PASTA AND RICE, IN
CLASS 30 (U.S. CL. 46).

FIRST USE 3-17-1994; IN COMMERCE
3-17-1994.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "SANDWICH", APART FROM
THE MARK AS SHOWN.

SN 74-282,754, FILED 6-4-1992.

RICHARD A. FRIEDMAN, EXAMINING AT-
TORNEY



121 BLOOMFIELD AVE, BLOOMFIELD NJ

4-7-08



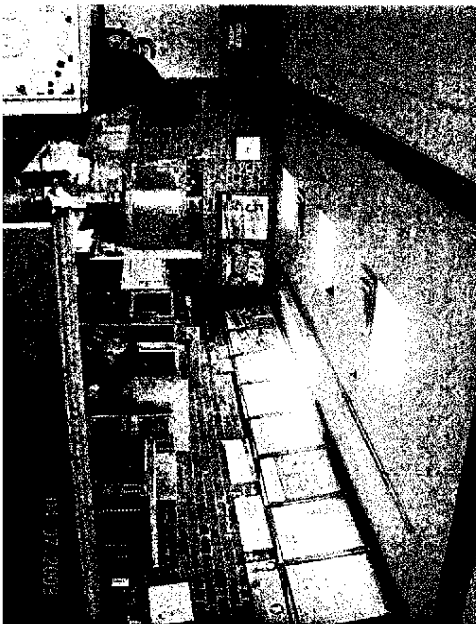
595 BLOOMFIELD AVE BLOOMFIELD NJ

4-7-08



49 CLAREMONT AVE, MONTCLAIR NJ

4-7-08



49 CLAREMONT AVE
MONTECLAIR NJ

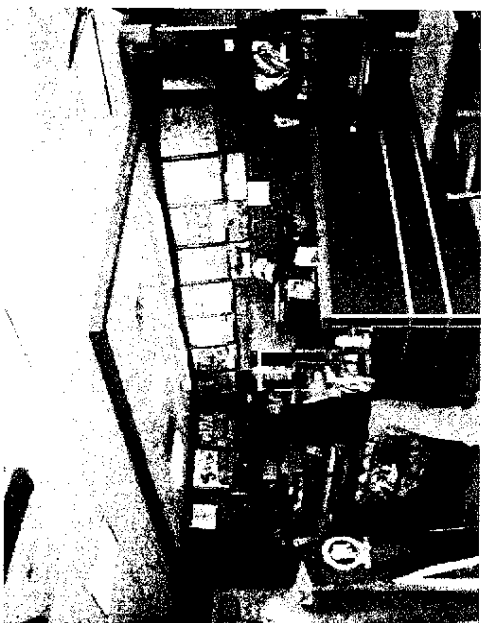
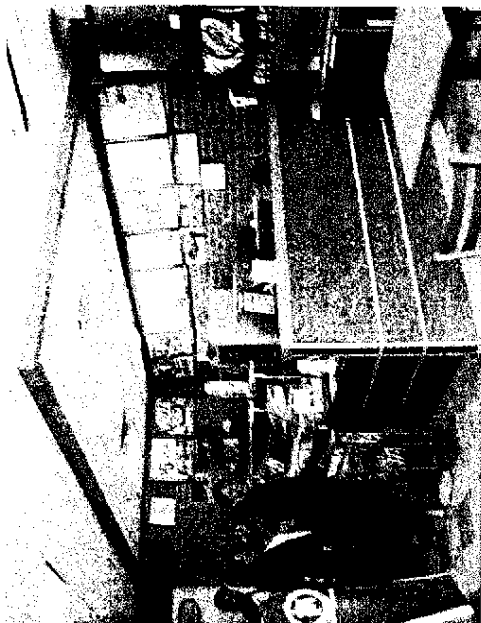
4-7-08



4-8-08

6901 BERGENKINS AVE, GUTTENBERG, NJ

29895-Guttenberg
pics taken on 4/8/08



4-8-08

6901 BERGENLINE AVE., GUTTENBERG, NJ